

**IN THE UNITED STATE DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
AT NASHVILLE**

STATE FARM MUTUAL AUTOMOBILE )  
INSURANCE COMPANY, )

Plaintiff, )

v. )

SAM GRAHAM, )

Defendant. )

Docket No.: 2:15-CV-67  
SHARP/KNOWLES

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**AGREED FINAL JUDGMENT**

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Came the parties appearing by and through counsel and announced to the Court that all matters in controversy have been resolved and that consistent with the pending Motion for Judgment on the Pleadings filed by State Farm Mutual Automobile Insurance Company (“State Farm”), State Farm is entitled to a judgment as a matter of law holding and declaring that State Farm has no duty to defend nor to indemnify Sam Graham, or any person(s) or entities claiming by or through him, for injuries and damages alleged to have been sustained by Michael Golliher and wife Samantha Golliher in the litigation pending in Cumberland County, Tennessee Circuit Court, Docket No. CC1-2014-CV-5914.

More specifically, and as set out at paragraph 12 of State Farm’s Complaint [Doc. 1]:

12. Assuming for purposes of argument, that the injuries sustained by Mr. Michael Golliher on November 4, 2013, constitute bodily injuries “. . . caused by an accident that involves a vehicle [including that vehicle’s special equipment] for which that insured [Sam Graham] is provided Liability Coverage . . .” by State Farm’s policy, Exhibit 1 hereto, one proceeds to the **Exclusions** found at pages 7 – 9 of said State Farm **Car Policy** Booklet, and as set out at page 7 thereof:  
**Exclusions**

THERE IS NO COVERAGE FOR AN **INSURED**:

2. OR FOR THAT **INSURED'S** INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS' COMPENSATION, DISABILITY, OR SIMILAR LAW;
3. FOR **BODILY INJURY** TO THAT **INSURED'S** EMPLOYEE WHICH ARISES OUT OF THAT EMPLOYEE'S EMPLOYMENT. This exclusion does not apply to that **insured's** household employee who is neither covered, nor required to be covered, under workers' compensation insurance;

There is no allegation that Mr. Golliher is Mr. Graham's "household employee"

Similarly, as set out at paragraph 13 of State Farm's Complaint [Doc. 1]:

13. With respect to the liability coverage provided by endorsement "**6123 SPECIAL EQUIPMENT**", if for example the bucket of Mr. Graham's bucket truck caused bodily injury or property damage to a non-employee third party not otherwise excluded from coverage while said vehicle was proceeding down a highway, there would be liability coverage available to pay the damages of such a non-employee third party not otherwise excluded from coverage. However, as is clearly provided by the exclusion to liability coverage found in Endorsement **6123HH SPECIAL EQUIPMENT**:

b. **Exclusions**

The following is added:

THERE IS NO COVERAGE FOR AN **INSURED** FOR **BODILY INJURY** OR PROPERTY DAMAGE ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF ANY SPECIAL EQUIPMENT SHOWN ON THE DECLARATIONS PAGE.

As set out at page 2, paragraph 8 of said Complaint filed on behalf of Mr. and Mrs. Golliher [Doc. 1, Attachment 4]:

As a result of attempting to repair a bucket truck when he was knocked off of, and/or fell from, the bucket truck, . . . either struck, or was struck by, one or more parts of said truck immediately prior to, during, or after the fall.

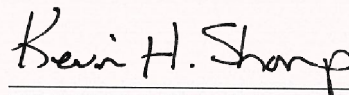
Also see the language found at page 4, paragraph 18 of said Complaint [Doc. 1, Attachment 4] in which it is stated that Mr. Golliher was:

. . . performing inspection, maintenance, and/or repair work to the bucket truck on the date of the accident due to a squeaking noise coming from said truck, and/or due to some other problem.

Although the totality of the language of the Complaint filed on behalf of Mr. and Mrs. Golliher causes one to conclude that Mr. Golliher fell or was knocked from the bucket of the bucket truck, whether he fell or was knocked from the bucket, or some other portion of the bucket truck, as can be seen above, any such injury is excluded under: (1) the basic exclusionary language of the policy [Doc. 1, Attachment 2, State Farm Car Policy Booklet, p.7] pertaining to employment-related injuries, and (2) the specific exclusion found in the Endorsement 6123HH SPECIAL EQUIPMENT with respect to injuries arising out of the operation, maintenance, or use of the "special equipment," here the "bucket" of this bucket truck.

It is therefore ORDERED, ADJUDGED AND DECREED, for all the foregoing reasons, that State Farm be, and the same is hereby, GRANTED declaratory judgment on the pleadings, holding and declaring that State Farm has no duty to defend nor to indemnify Sam Graham, or any person(s) or entities claiming by or through him, for injuries and damages alleged to have been sustained by Michael Golliher and wife Samantha Golliher in the above-reference litigation pending in the Circuit Court for Cumberland County, Tennessee.

**IT IS SO ORDERED.**



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**HONORABLE KEVIN H. SHARP**  
**UNITED STATES DISTRICT JUDGE**